

1 DAVID R. STEWART, State Bar No. 271182
2 Email: dstewart@wsgr.com
3 STEFANI E. SHANBERG, State Bar No. 206717
4 Email: sshanberg@wsgr.com
5 ROBIN L. BREWER, State Bar No. 253686
6 Email: rbrewer@wsgr.com
7 WILSON SONSINI GOODRICH & ROSATI
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304-1050
Telephone: (650) 493-9300
Facsimile: (650) 565-5100

8 Attorneys for Plaintiff
9 GT NEXUS, INC.

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Richard W. Wieking
Clark, U.S. District Court
Northern District of California
San Jose

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

12 GT NEXUS, INC., a Delaware corporation,

JCS
CV 11-02145 CASE NO.:)

13 Plaintiff,)

) COMPLAINT FOR
DEclaratory JUDGMENT

14 v.)

15 INTTRA INC., a Delaware corporation,)

) DEMAND FOR JURY TRIAL

16 Defendant.)

17
18 GT Nexus, Inc. ("GT Nexus") hereby alleges for its Complaint against Defendant Inttra,
19 Inc. ("Inttra"), on personal knowledge as to its own activities and on information and belief as to
20 the activities of others, as follows:

22 THE PARTIES

23 1. Plaintiff GT Nexus is a Delaware corporation with its principal place of business
24 in Oakland, California. GT Nexus was founded in 1998 and offers a cloud-based collaboration
25 platform to automate supply chain processes for global trade and logistics. Thousands of
26 companies use software services provided by GT Nexus to optimize the global flow of goods and
27 trade information from order point to final payment. Buyers, sellers, banks, and logistics

1 providers collaborate and automate hundreds of supply chain processes using GT Nexus as their
 2 single, common technology platform in the cloud.

3 2. Intrra is a Delaware corporation with its principal place of business in Parsippany,
 4 New Jersey. Intrra was founded in October 2000 and incorporated in January 2001 to compete
 5 with GT Nexus in providing a global platform for ocean freight shipping.

6 3. Intrra and GT Nexus have been described in the press as “arch rivals” and
 7 “primary competitors.” An article in The Economist described the business of both companies
 8 as follows:

9 Members of supply chains invariably do business with one another over the internet. You
 10 may not know how to ship a product from, say, Bangladesh to Barbados, but there will be
 11 a freight forwarder or express-delivery firm that does. Increasingly services of this kind
 12 are available online. Some companies, such as INTTRA and GT Nexus, two American
 13 firms, now provide specialist web-based platforms capable of doing much of the work for
 14 logistics managers using ocean freight. *A survey of logistics: Shining examples – How
 three large and successful companies are using their supply chains to compete*, The
 15 Economist, Jun. 15, 2006, www.economist.com/node/7032179

JURISDICTION AND VENUE

16 4. This Court has subject matter jurisdiction over GT Nexus’s asserted causes of
 17 action pursuant to 28 U.S.C. §§ 1331 and 1338(a), because those claims arise under the patent
 18 laws of the United States, 35 U.S.C. §§ 101, *et seq.*, and under the Federal Declaratory Judgment
 19 Act, 28 U.S.C. §§ 2201 and 2202.

20 5. Personal jurisdiction and venue are proper in this Court pursuant to 28 U.S.C. §§
 21 1391(b)-(c) and/or 1400(b) because, *inter alia*, a substantial part of the events giving rise to the
 22 claims occurred here, GT Nexus resides in this judicial district, and, on information and belief,
 23 Intrra conducts substantial business in this district, including but not limited to facilitating
 24 transactions with shippers and freight forwarders in this judicial district and regularly providing
 25 services to carriers and customers utilizing the port of Oakland in this judicial district. Further,
 26 Intrra’s owners have offices in this judicial district. In addition, Intrra has conducted business
 27 meetings with GT Nexus in this district.

INTRADISTRICT ASSIGNMENT

6. Pursuant to Civil Local Rule 3-2(c), this is an Intellectual Property Action to be assigned on a district-wide basis.

BACKGROUND

7. United States Patent Number 7,752,142 ("the '142 patent"), entitled "Common Carrier System" states on its face that it is assigned to Inttra. The '142 patent states that it issued on July 6, 2010. A true and correct copy of the '142 patent is attached hereto as Exhibit A.

8 United States Patent Number 7,756,794 (“the ‘794 patent”), entitled “Common
9 Carrier System” states on its face that it is assigned to Inttra. The ‘794 patent states that it issued
10 on July 13, 2010. A true and correct copy of the ‘794 patent is attached hereto as Exhibit B.

11 9. United States Patent Number 7,761,387 (“the ‘387 patent”), entitled “Common
12 Carrier System” states on its face that it is assigned to Intra. The ‘387 patent states that it issued
13 on July 20, 2010. A true and correct copy of the ‘387 patent is attached hereto as Exhibit C.

14 10. United States Patent Number 7,827,119 (“the ‘119 patent”), entitled “Common
15 Carrier System” is assigned on its face to Inttra. The ‘119 patent states that it issued on
16 November 2, 2010. A true and correct copy of the ‘119 patent is attached hereto as Exhibit D.
17 The ‘142 patent, the ‘794 patent, the ‘387 patent, and the ‘119 patent are collectively referred to
18 herein as the “Inttra patents.”

19 11. On October 12, 2010, Inttra issued a press release announcing the issuance of the
20 ‘142 patent, the ‘794 patent, and the ‘387 patent, which the release asserts “relate to various
21 INTTRA products and services, including multi-carrier track and trace functionality and booking
22 functionality.” The release concludes by stating that “[t]he INTTRA patent strategy will protect
23 INTTRA’s intellectual property while also encouraging industry-wide e-commerce adoption
24 through various INTTRA partnerships and alliances.” Press Release, Inttra, Inc., INTTRA
25 Granted Multi-carrier Track & Trace and Booking Process Patents, Oct. 12, 2010, *available at*
26 <http://www.inttra.com/pr/article/inttra-granted-multi-carrier-track---trace-and-booking-process->
27 patents.

1 12. While the '119 patent had not yet issued at the time of the October 12, 2010 press
2 release, it is related to the three patents listed in the release. The application for the '119 patent,
3 like the applications for the '142 patent and the '387 patent, is a division of the application for
4 the '794 patent.

5 13. On April 4, 2011, John DeBenedette, Inttra's Vice President of Commercial, sent
6 an email to John Urban, President of GT Nexus. In connection with certain unacceptable
7 business demands, the email offered GT Nexus a license to Inttra's intellectual property. GT
8 Nexus believes the email was referring to the patents that are the subject of this complaint. It
9 touted Inttra's significant investment in this technology and warned GT Nexus that Inttra intends
10 to reap the rewards of that investment. The email concluded that GT Nexus should license
11 Inttra's patents now as part of a broader business alliance, set a May deadline for acceptance of
12 Inttra's offer, and threatened increased risks if GT Nexus elected not to do so.

13 14. Upon reading Inttra's email, GT Nexus concluded that Inttra intends to enforce its
14 patents against GT Nexus if GT Nexus does not license Inttra's patents and enter into an alliance
15 with Inttra by the May deadline. Inttra has engaged in a longstanding effort to coerce GT Nexus
16 into a business alliance. Now that Inttra has the Inttra patents, GT Nexus believes that Inttra will
17 use its patents in an attempt to gain leverage against GT Nexus. In sum, GT Nexus took Inttra's
18 email as a threat to sue it for patent infringement.

19 15. On information and belief, Inttra and its partners have recently asserted that GT
20 Nexus infringes the Inttra patents in an attempt to pressure GT Nexus's customers and partners
21 to do business with Inttra. GT Nexus has certain indemnification obligations to its customers.
22 GT Nexus, therefore, files this action not only to protect itself from Inttra's assertions, but also to
23 protect its customers.

24 16. GT Nexus provides booking and tracking functionality through its Ocean
25 Shipment Execution, otherwise known as Ocean Carrier Portal. GT Nexus does not believe its
26 products or service infringe the Inttra patents. Moreover, GT Nexus believes that the Inttra
27 patents are invalid. GT Nexus, therefore, believes that it does not need a license to the Inttra
28 patents.

1 17. In view of the totality of the circumstances—including the parties' competitive
2 situation; Inttra's attempts to pressure GT Nexus, its customers, and partners by asserting that
3 GT Nexus requires a license to the Inttra patents; and GT Nexus's belief that it needs no such
4 license because it does not infringe Inttra's invalid patents—there exists a substantial and
5 immediate controversy between parties having adverse legal interests establishing that this Court
6 has jurisdiction over this action. Put another way, GT Nexus believes that the danger that Inttra
7 will sue it alleging infringement of the Inttra patents is real and imminent. Indeed, Inttra has
8 pressured GT Nexus to license its patents as part of a broader alliance by a May deadline or face
9 increased risks thereafter. GT Nexus, therefore, desires a prompt and definitive judicial
10 determination and declaration of the parties' respective rights and duties.

FIRST CAUSE OF ACTION

(Declaratory Judgment of Invalidity of U.S. Patent No. 7,752,142)

13 18. GT Nexus repeats and realleges each and every allegation set forth in Paragraphs
14 1 through 17 inclusive, and incorporates them by reference herein.

15 19. Because Inttra contends that GT Nexus needs to license the Inttra patents, it
16 follows that Inttra believes its '142 patent is valid and infringed by GT Nexus. As a result of the
17 totality of the circumstances between the parties discussed above, GT Nexus believes that Inttra
18 intends to sue GT Nexus for infringement of the '142 patent.

19 20. GT Nexus contends that the ‘142 patent is invalid because it fails to satisfy the
20 conditions and requirements for patentability as set forth, *inter alia*, in Sections 101, 102, 103,
21 and/or 112 of Title 35 of the United States Code.

22 21. On at least the basis that it believes the '142 patent is invalid, GT Nexus does not
23 need a license to the '142 patent, and it has a right to continue providing shipping transaction
24 services without a license to or interference from Intra's '142 patent.

25 22. Accordingly, an actual, valid, and justiciable controversy has arisen and exists
26 between GT Nexus and Inttra. GT Nexus desires a prompt and definitive judicial determination
27 and declaration that the '142 patent is invalid. Such a determination and declaration is necessary
28 and appropriate at this time in order that the parties may ascertain their respective rights and

duties.

SECOND CAUSE OF ACTION

(Declaratory Judgment of Noninfringement of U.S. Patent No. 7,752,142)

4 23. GT Nexus repeats and realleges each and every allegation set forth in Paragraphs
5 1 through 22 inclusive, and incorporates them by reference herein.

6 24. Because Inttra contends that GT Nexus needs to license the Inttra patents, it
7 follows that Inttra believes its '142 patent is valid and infringed by GT Nexus. As a result of the
8 totality of the circumstances between the parties discussed above, GT Nexus believes that Inttra
9 intends to sue GT Nexus for infringement of the '142 patent.

10 25. GT Nexus contends that its products and services do not infringe, contribute to the
11 infringement of, or induce others to infringe any valid and enforceable claim of the '142 patent,
12 either directly or indirectly, either literally or under the doctrine of equivalents.

13 26. Accordingly, an actual, valid, and justiciable controversy has arisen and exists
14 between GT Nexus and Inttra. GT Nexus desires a prompt and definitive judicial determination
15 and declaration that its products do not infringe the '142 patent. Such a determination and
16 declaration is necessary and appropriate at this time in order that the parties may ascertain their
17 respective rights and duties.

THIRD CAUSE OF ACTION

(Declaratory Judgment of Invalidity of U.S. Patent No. 7,756,794)

20 27. GT Nexus repeats and realleges each and every allegation set forth in Paragraphs
21 1 through 26 inclusive, and incorporates them by reference herein.

22 28. Because Inttra contends that GT Nexus needs to license the Inttra patents, it
23 follows that Inttra believes its '794 patent is valid and infringed by GT Nexus. As a result of the
24 totality of the circumstances between the parties discussed above, GT Nexus believes that Inttra
25 intends to sue GT Nexus for infringement of the '794 patent.

26 29. GT Nexus contends that the '794 patent is invalid because it fails to satisfy the
27 conditions and requirements for patentability as set forth, *inter alia*, in Sections 101, 102, 103,
28 and/or 112 of Title 35 of the United States Code.

30. On at least the basis that it believes the '794 patent is invalid, GT Nexus does not need a license to the '794 patent, and it has a right to continue providing shipping transaction services without a license to or interference from Intra's '794 patent.

31. Accordingly, an actual, valid, and justiciable controversy has arisen and exists between GT Nexus and Inttra. GT Nexus desires a prompt and definitive judicial determination and declaration that the '794 patent is invalid. Such a determination and declaration is necessary and appropriate at this time in order that the parties may ascertain their respective rights and duties.

FOURTH CAUSE OF ACTION

(Declaratory Judgment of Noninfringement of U.S. Patent No. 7,756,794)

32. GT Nexus repeats and realleges each and every allegation set forth in Paragraphs 1 through 31 inclusive, and incorporates them by reference herein.

33. Because Inttra contends that GT Nexus needs to license the Inttra patents, it follows that Inttra believes its '794 patent is valid and infringed by GT Nexus. As a result of the totality of the circumstances between the parties discussed above, GT Nexus believes that Inttra intends to sue GT Nexus for infringement of the '794 patent.

34. GT Nexus contends that its products and services do not infringe, contribute to the infringement of, or induce others to infringe any valid and enforceable claim of the '794 patent, either directly or indirectly, either literally or under the doctrine of equivalents.

35. Accordingly, an actual, valid, and justiciable controversy has arisen and exists between GT Nexus and Inttra. GT Nexus desires a prompt and definitive judicial determination and declaration that its products do not infringe the '794 patent. Such a determination and declaration is necessary and appropriate at this time in order that the parties may ascertain their respective rights and duties.

FIFTH CAUSE OF ACTION

(Declaratory Judgment of Invalidity of U.S. Patent No. 7,761,387)

27 36. GT Nexus repeats and realleges each and every allegation set forth in Paragraphs
28 1 through 35 inclusive, and incorporates them by reference herein.

1 37. Because Inttra contends that GT Nexus needs to license the Inttra patents, it
 2 follows that Inttra believes its '387 patent is valid and infringed by GT Nexus. As a result of the
 3 totality of the circumstances between the parties discussed above, GT Nexus believes that Inttra
 4 intends to sue GT Nexus for infringement of the '387 patent.

5 38. GT Nexus contends that the '387 patent is invalid because it fails to satisfy the
 6 conditions and requirements for patentability as set forth, *inter alia*, in Sections 101, 102, 103,
 7 and/or 112 of Title 35 of the United States Code.

8 39. On at least the basis that it believes the '387 patent is invalid, GT Nexus does not
 9 need a license to the '387 patent, and it has a right to continue providing shipping transaction
 10 services without a license to or interference from Inttra's '387 patent.

11 40. Accordingly, an actual, valid, and justiciable controversy has arisen and exists
 12 between GT Nexus and Inttra. GT Nexus desires a prompt and definitive judicial determination
 13 and declaration that the '387 patent is invalid. Such a determination and declaration is necessary
 14 and appropriate at this time in order that the parties may ascertain their respective rights and
 15 duties.

SIXTH CAUSE OF ACTION

(Declaratory Judgment of Noninfringement of U.S. Patent No. 7,761,387)

18 41. GT Nexus repeats and realleges each and every allegation set forth in Paragraphs
 19 1 through 40 inclusive, and incorporates them by reference herein.

20 42. Because Inttra contends that GT Nexus needs to license the Inttra patents, it
 21 follows that Inttra believes its '387 patent is valid and infringed by GT Nexus. As a result of the
 22 totality of the circumstances between the parties discussed above, GT Nexus believes that Inttra
 23 intends to sue GT Nexus for infringement of the '387 patent.

24 43. GT Nexus contends that its products and services do not infringe, contribute to the
 25 infringement of, or induce others to infringe any valid and enforceable claim of the '387 patent,
 26 either directly or indirectly, either literally or under the doctrine of equivalents.

27 44. Accordingly, an actual, valid, and justiciable controversy has arisen and exists
 28 between GT Nexus and Inttra. GT Nexus desires a prompt and definitive judicial determination

1 and declaration that its products do not infringe the '387 patent. Such a determination and
 2 declaration is necessary and appropriate at this time in order that the parties may ascertain their
 3 respective rights and duties.

4 **SEVENTH CAUSE OF ACTION**

5 **(Declaratory Judgment of Invalidity of U.S. Patent No. 7,827,119)**

6 45. GT Nexus repeats and realleges each and every allegation set forth in Paragraphs
 7 1 through 44 inclusive, and incorporates them by reference herein.

8 46. Because Inttra contends that GT Nexus needs to license the Inttra patents, it
 9 follows that Inttra believes its '119 patent is valid and infringed by GT Nexus. As a result of the
 10 totality of the circumstances between the parties discussed above, GT Nexus believes that Inttra
 11 intends to sue GT Nexus for infringement of the '119 patent.

12 47. GT Nexus contends that the '119 patent is invalid because it fails to satisfy the
 13 conditions and requirements for patentability as set forth, *inter alia*, in Sections 101, 102, 103,
 14 and/or 112 of Title 35 of the United States Code.

15 48. On at least the basis that it believes the '119 patent is invalid, GT Nexus does not
 16 need a license to the '119 patent, and it has a right to continue providing shipping transaction
 17 services without a license to or interference from Inttra's '119 patent.

18 49. Accordingly, an actual, valid, and justiciable controversy has arisen and exists
 19 between GT Nexus and Inttra. GT Nexus desires a prompt and definitive judicial determination
 20 and declaration that the '119 patent is invalid. Such a determination and declaration is necessary
 21 and appropriate at this time in order that the parties may ascertain their respective rights and
 22 duties.

23 **EIGHTH CAUSE OF ACTION**

24 **(Declaratory Judgment of Noninfringement of U.S. Patent No. 7,827,119)**

25 50. GT Nexus repeats and realleges each and every allegation set forth in Paragraphs
 26 1 through 49 inclusive, and incorporates them by reference herein.

27 51. Because Inttra contends that GT Nexus needs to license the Inttra patents, it
 28 follows that Inttra believes its '119 patent is valid and infringed by GT Nexus. As a result of the

1 totality of the circumstances between the parties discussed above, GT Nexus believes that Intra
2 intends to sue GT Nexus for infringement of the '119 patent.

3 52. GT Nexus contends that its products and services do not infringe, contribute to the
4 infringement of, or induce others to infringe any valid and enforceable claim of the '119 patent,
5 either directly or indirectly, either literally or under the doctrine of equivalents.

6 53. Accordingly, an actual, valid, and justiciable controversy has arisen and exists
7 between GT Nexus and Inttra. GT Nexus desires a prompt and definitive judicial determination
8 and declaration that its products do not infringe the '119 patent. Such a determination and
9 declaration is necessary and appropriate at this time in order that the parties may ascertain their
10 respective rights and duties.

PRAAYER FOR RELIEF

12 WHEREFORE, plaintiff GT Nexus requests entry of judgment in its favor and against
13 defendant Inttra as follows:

14 a. Declaring that the claims of the '142 patent, the '794 patent, the '387 patent, and
15 the '119 patent are invalid;

16 b. Declaring that GT Nexus has not infringed, induced others to infringe, or
17 contributed to the infringement of any valid claim of the '142 patent, the '794 patent, the '387
18 patent, and the '119 patent either directly or indirectly, either literally or under the doctrine of
19 equivalents;

20 c. Enjoining Inttra, its officers, owners, partners, employees, agents, parents,
21 subsidiaries, attorneys, and anyone acting in concert or participation with any of them from
22 making any claims that GT Nexus infringes the '142 patent, the '794 patent, the '387 patent, and
23 the '119 patent;

24 d. Enjoining Inttra, its officers, owners, partners, employees, agents, parents,
25 subsidiaries, attorneys, and anyone acting in concert or participation with any of them from
26 enforcing the '142 patent, the '794 patent, the '387 patent, and the '119 patent against GT
27 Nexus's products and services;

28 e. Awarding GT Nexus its costs of suit, including reasonable attorneys' fees; and

f. Granting such other and further relief as this Court may deem just and appropriate.

Dated: May 2, 2011

**WILSON SONSINI GOODRICH & ROSATI
Professional Corporation**

By:

Stefani E. Shanberg
Stefani E. Shanberg

Stefani E. Shanberg

Attorneys for Plaintiff
GT NEXUS, INC.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38 and Civil Local Rule 3-6(a), GT Nexus hereby demands a jury trial of all issues triable by a jury.

Dated: May 2, 2011

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

By:

By: Stefani E. Shanberg
Stefani E. Shanberg

Atorneys for Plaintiff
GT NEXUS, INC.